



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

COPA DE S.M. EL REY
INTERNATIONAL TENDER OFFER

1.- Identification of the RFEF and advisors.

The RFEF is the entity that markets the media rights of the Copa de S.M. el Rey in accordance with the provisions of Royal Decree Law 5/2015 of 30 April 2015. For this purpose, it is advised by experts. Decisions on the analysis and evaluation of the bids, the awarding, signing of the contracts and the receipt of the amounts offered by the successful bidders directly from the latter shall be the exclusive responsibility of the RFEF. The company providing commercial advice to the RFEF is SPORTRADAR.

Those interested in submitting bids (hereinafter referred to as "Applicants", "Bidders" or "Interested Parties") should contact the RFEF at the following address:

Real Federación Española de Fútbol

D. Rafa Zapatero

Director Departamento de TV

Plaza Luis Aragonés s/n

Las Rozas, Madrid

Email: audiovisuales@rfe.es

Rights that are commercialized.

2.1.- The RFEF offers the option of submitting bids for the lot described below:

Lot 1: MATCHES

The exclusive live broadcasting on any operating channel of the thirty-three (33) Matches referred to in clause 3 for the Authorized Territories.

The non-exclusive deferred broadcasting of the Matches within the season to which the match corresponds.

The broadcasting of any additional matches, in the event that the RFEF produces more than 33 matches without the need to pay consideration for the exploitation of such rights. However, in the event that more than 33 matches are produced, the costs of access to the signal must be paid. The possibility for the Successful Bidder to produce summaries of each match for its programs or channels is included.



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The content of the rights being commercialized is detailed in clause 4.

2.2.- The rights acquired and obligations contracted by the Successful Bidder under this document are personal and may not be sold, sublicensed, subcontracted, assigned, transferred or otherwise disposed of to third parties without the express, prior and written consent of the RFEF, granted prior to any eventual sublicensing contract or eventual act of assignment that is intended to be signed. In the event that authorization is requested, the company to which it is wished to sublicense, the territory, the term, the channel and the audiences thereof shall be indicated in detail and the request must be made in writing at least 15 calendar days before the broadcast date of the matches to the following address: tv@rfef.es

The RFEF will reply to the request for sublicensing or transfer within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse the sub-license in the following cases:

- If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings underway in relation to the non-payment of the aforementioned amounts.
- Reputational risk for the RFEF in the case of channels broadcasting socially inappropriate content.
- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- The potential sub-licensee falls within the grounds for exclusion referred to in section 7.2.

If the reply is negative, it will explain the decision. In the absence of a reply, the application will be deemed to have been accepted.

In the event of a sub-license or grant of rights, subject to prior authorization as set out in the preceding paragraph, the licensee shall be jointly and severally liable with its sub-licensee or assignee for the acts and omissions of any sub-licensee or assignee and shall ensure that the sub-licensee expressly assumes in writing all obligations and duties under this process and the license contract and complies at all times with all terms, conditions and obligations of the license agreement and the contract.

2.3.- The acquisition of audiovisual content gives the right to broadcast in free-to-air or paid service, under any form of distribution, television, cable, satellite, adsl, wifi, internet, web including OTT, 3G, 4G, 5G, mobile devices and future forms of distribution, and in linear or non-linear format and on demand.



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2.4.- The lot shall be offered by country or region according to Annex 1.

2.5.- The competition is described in Annex 2.

2.6.- Seasons:

Lot 1 is marketed for a period of three and possibly four or five seasons starting from the 2022/23 season. The season starts on July 1 of each year and ends on June 30 of the following year.

2.7.- Guarantees in the issue.

The Successful Bidder shall ensure that the Rights are exclusively accessible from the Territory, and undertakes to implement all security measures, such as encryption of signals or geo-blocking system, DRM systems, to prevent access to them from outside the Territory and/or illegally. With regard to the content accessible via the Internet or any other equivalent broadcasting medium, the Successful Bidder who exploits the aforementioned audiovisual content must undertake to implement all those measures that prevent the copying, storage, preservation or sending of any of the acquired audiovisual content, as well as to use a system that restricts access or viewing from outside the country where it is authorized to broadcast the content.

2.8.- Brief Informative Summaries

Successful bidders must take into account the provisions of Article 19.3 of Law 7/2010 of March 31, 2010 on Audiovisual Communication in the terms regulated by the CNMC.

3.- Format and dates of the matches.

3.1.- Format of the competition:

Without prejudice to possible modifications in the competition system decided by the competent bodies of the RFEF, 116 clubs are currently participating in the competition in a format of 7 knockout stages, all of which are single-legged except for the semi-finals, which are played over two legs. Details of the competition can be found in appendix 2. The full competition consists of 117 matches with the following knockout system.



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Phase	Date	Kick-off times (CET)	Number of matches played	Number of matches available
1st Round	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Fifty-six (56)	On request. It is likely that 16 matches can be provided.
2 nd Round	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Twenty-eight (28)	On request. It is likely that 16 matches can be provided.
Round of 16 (1/16)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Sixteen (16)	All
Round of 8 (1/8)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Eight (8)	All
Quarter-finals (1/4)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Four (4)	All
Semi-finals	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Two (2)	All



first leg				
RETURN of Semi-Finals	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Two (2)	All
Cup Final Match	To be determined by the RFEF	Estimated between 21:00 and 21:30	One (1)	All

3.2.- Dates and timetables.

For information purposes, the scheduled dates for the play-offs are as follows: matches in November, December, January, February, March and April, with the television Successful Bidder being notified as soon as they are determined by the RFEF at the start of each season. The RFEF reserves the right to modify the qualifiers, dates and match times.

The timetables may be subject to changes due to, inter alia, the timing of international commitments.

Matches are scheduled to take place on Tuesday, Wednesday, Thursday for midweek and Saturday/Sunday for weekend matches.

The RFEF will set the dates and times of the matches and their modifications.

All dates and times refer to Madrid time included in Central European Time, CET.

4.- Rights assigned to the lot.

4.1.- Matches to be broadcast in Lot 1.

The RFEF guarantees the production of at least thirty-three (33) matches of each edition of the Copa de S.M. el Rey from the round of 32 to the final for the following seasons (hereinafter, the "Matches" or the "Match"). The Bidders are also informed that, should they be awarded any of the territories listed in Annex 1, they must guarantee the broadcasting of at least fourteen (14) matches per season of the Copa de S.M. el Rey, with the matches relating to the semi-finals and Final of the Copa de S.M. el Rey also being compulsory.

The successful bidder may also broadcast any additional matches in the event that the RFEF produces more than 33 matches, without the need to pay consideration



for the exploitation of such rights. However, in the event that more than 33 matches are received, the Successful Bidder shall pay the signal access costs stipulated in Clause 5.

The rights reflected in the above paragraphs shall be granted on an exclusive basis for the territories awarded to each bidder. However, rights shall be granted on a non-exclusive basis in those territories subject to signal overlap or where expressly stated in Clause 4.3.1. and Annex 1.

The Successful Bidder may also broadcast the Matches on a deferred basis within each season to which such Match corresponds.

4.2.- Excluded rights.

The rights granted to an end operator as part of a Lot represent the totality of the rights granted to him. Any rights that are not expressly included as part of a Lot are outside the scope of the Lot, such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online bookmakers for the purpose of streaming for betting and gambling related purposes and the possibility to broadcast the Matches on trains, flights and on board ships of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it concerns the showing of the Matches free of charge, without charging admission, so that the showing is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.

The preliminary round of the Copa de S.M. el Rey is also excluded from commercialization.

4.3.- Some of the rights offered are not exclusive and interested candidates are made aware of this, in particular the following:

4.3.1.- Rights of the Clubs and the RFEF.

The RFEF informs Bidders interested in acquiring the Media rights of the existence of limitations or reserved/non-transferable rights held by the clubs and/or the RFEF:

(i) The participating Clubs or Sports Limited Companies (S.A.D.) at whose facility the matches are held, may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly through their own distribution channel, dedicated thematically to the sporting activity of the participating club or entity, which has a DTT television license and for broadcasting solely and exclusively on that television channel.

(ii) The RFEF, and the Clubs and/or S.A.D. playing the matches may publish clips and/or highlights of images on their official profiles (website and Social Networks).



Such use will be restricted to a maximum of four (4) minutes in total duration between both products, and immediately after the end of the match.

4.3.2.- Other rights of the RFEF.

(i) The RFEF may display the Highlights via its Official Platform from the end of the Match. Official Platform means any official digital distribution channel operated by the RFEF including youtube, Instagram, twitter or similar.

(ii) The RFEF and the Clubs/SAD may exploit virtual advertising in accordance with the agreements reached with the clubs. The exploitation of the virtual advertising will correspond to the Club/SAD in whose stadium the match is played, except in the Final, which corresponds to the RFEF. However, the Club/SAD may grant the exploitation rights to the RFEF in exchange for a price.

5.- Production of the matches.

In order to facilitate integrity and uniformity in the criteria that will govern the technical production of the matches belonging to the Copa de S.M. el Rey, as well as to preserve and promote the international image of both the competition and the RFEF, the international production of the 33 matches will be carried out by and under the responsibility of the RFEF. However, the RFEF may receive technical assistance from third parties in order to guarantee an adequate level of production. Such third parties shall in no case be responsible for the production, which shall at all times be the responsibility of the RFEF. These 33 matches are produced in at least HD format (1080p50 pixels) and the commentary and graphics will be provided in English.

The final operator intending to receive the Signal of the Matches of the Copa de S.M. el Rey must pay the technical costs related to the supply of the Signal incurred by the service provider company to be designated by the RFEF. These costs are independent of the offer made and cannot be compensated, in any way, with the final price paid for the award of the particular Territory. The amount payable to the RFEF or to the designated entity corresponds to the cost of providing access to the signal. This cost, according to the prices provided for similar competitions, amounts to one thousand five hundred (€1,500) EUROS per match.

The RFEF guarantees compliance with the minimum requirements regarding the position of cameras and sound production standards. In addition, the RFEF undertakes to implement all technical measures necessary to ensure the transmission of a signal that meets the highest international quality standards available on the market.



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In any case, the costs of access to the signal of each match must be paid within fifteen (15) days from the celebration of each match corresponding to the Copa de S.M. el Rey.

6.- Intellectual property, trademarks and digital assets.

The RFEF is co-owner, together with the clubs, of all Intellectual Property Rights of the Competition.

The RFEF is also the owner of the Trademarks and distinctive signs of the Copa de S.M. el Rey Competition, as well as all other trademarks of the RFEF and/or the Tender, without prejudice to the non-exclusive use that the Clubs may make of the content generated by the Matches. Nothing contained in this Tender is interpreted in the express or implied sense of granting intellectual property rights to any Bidder over the intellectual property belonging to the Clubs and/or the RFEF.

The RFEF may make use of the right to archive all matches in the competition. The audiovisual materials related to the Competition and the filmed, recorded and/or produced matches, including the international signal, summaries, clips and any other audiovisual material related to the Competition, and the authorized matches related to the Competition shall be considered archive material. The right to archive means the right to broadcast the archive material. The clubs will also have the right to archive the matches they play. In this regard, once the term of the corresponding commercialization contract has expired, the Successful Bidders will be obliged to return to the RFEF any material generated as a result of the exploitation of the awarded lot or to destroy it if so requested by the RFEF, as well as any information held by virtue of the commercialization contract, which may give rise to an improper use of media rights beyond the duration of the corresponding contract.

Likewise, once the aforementioned term of the commercialization contract has expired, the RFEF and the participating Clubs/SADs (the latter in respect of the matches they have played), in their capacity as producers of the Matches and Summaries, will hold all intellectual property rights over all audiovisual content and recordings (files) that have been generated, and may be exploited in any medium or support, without any limitation in a worldwide territorial scope for the maximum period of validity of such rights.

During the term of the contract signed with the Successful Bidders, only the RFEF and the participating clubs will be able to make use of any digital assets, including tokens or NFTs.



7.- General documentation to be submitted with the bids for each lot.

7.1.- Within the deadlines indicated by the RFEF, any legal entity that has the capacity to act, fills in the form indicated in Annex 3 and provides the following documentation may submit a bid in lot 1:

7.1.1.- General description of the candidate and experience in the exploitation of media rights in sporting events. In the case of intermediary agencies, they must accredit experience and capacity in the international distribution of these events and in the bid they must identify the channel to which they wish to sublicense the rights, always taking into account the provisions of this document for the sublicensing or assignment of rights.

7.1.2.- Prove an annual turnover of more than one and a half million (€1,500,000.00) Euros. However, if an Applicant, for whatever reason, is unable to prove such turnover, it may be considered eligible if it undertakes to pay in the first season the totality (100%) of its bid for the first season on the date of the Signing of the License Contract. Turnover shall be evidenced by the submission of the company's audited annual accounts for the financial year 2020.

7.1.3.- To be in a position to guarantee the full payment of all economic obligations that may arise from the awarding of the exploitation rights. To this end, the RFEF may establish that the Successful Bidder provides a bank guarantee or alternative guarantee for each season of the award in order to guarantee the payment of its bid obligations. The guarantee must be issued by a bank subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank. Furthermore, the guarantee must be secured on first demand and without the benefit of excussio, order or division. The decision on this requirement must be made within a maximum period of 5 days after the award and the bank guarantee or guarantee must be provided within 30 days after the signing of the contract, the entry into force of which will be conditional on the presentation of the guarantee. The guarantee may be required for each or all of the seasons covered by the contract. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative guarantee to the bank guarantee is offered, the express written approval of the RFEF will be required.

7.1.4.- If there is pending litigation or unpaid amounts between the RFEF and the Applicant, or a company belonging to the same Group of Companies as the



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Applicant in relation to any agreement related to the non-payment of media rights, together with the bid, a guarantee payable on first demand at the expense of the Applicant, equivalent to the sum of (a) the amount outstanding; and (b) the bid made in these proceedings.

7.1.5.- In the event that the candidate is a tax resident in Spain, or acts through a permanent establishment located in Spain, or for any other reason is registered in the census of taxpayers in Spain, it must present a certificate of being up to date with its tax obligations with the AEAT (Spanish Tax Agency). The certificate to be presented will be the one issued by the Spanish State Tax Administration Agency (Agencia Estatal de la Administración Tributaria de España).

7.1.6.- When the candidate is a company registered with the Spanish Social Security, it must present a certificate of being up to date with its social security obligations, issued by the General Treasury of the Social Security.

7.1.7.- Present a certificate from the Secretary of the competent body, with the approval of the Chairman or, where appropriate, the legal representative of the entity, certifying that the company has not declared or applied for the opening of insolvency proceedings. Candidates who are subject to liquidation, bankruptcy and/or insolvency proceedings, arrangement with creditors, and even if they are subject to a legal moratorium with their creditors, will not be admitted to submit bids.

7.1.8.- The following documentation must be provided:

- a) Current certificate of registration in the commercial register.
- b) A copy of the latest audited annual accounts of the applicant and its parent company.
- c) Power of attorney or powers of the legal representative of the company.
- d) Act of title deed.

7.2. Causes for exclusion

Candidates in which any of the following circumstances apply shall be automatically excluded from the bidding process:



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That the company, or group of companies (parent company or subsidiaries) and its directors or administrators have been criminally sanctioned or have acknowledged their criminal liability or that of their Directors, in any country in the world, in the last three (3) years for any of the following offenses:

- a) false representation;
- b) crimes against property and socioeconomic order;
- c) bribery;
- d) embezzlement;
- e) influence peddling;
- f) insider trading;
- g) crimes related to the corruption of Spanish or foreign authorities or officials or corruption among private individuals, in any national or international territorial scope;
- h) crimes against social security;
- i) crimes against workers' rights;
- j) crimes against the Public Treasury of the State or the European Union.

And expressly state that the directors or administrators have not been convicted of other crimes, of the same nature, when the same may damage the reputation of the Copa de S.M. el Rey and/or endanger the audiovisual broadcasting of said event in the awarded territories.

It shall be accredited by means of a certificate from the Secretary of the competent body, with the approval of the President or, if applicable, of the legal representative of the entity where it is accredited that the company is not in this cause of exclusion.

() This liability refers to cases where there is a final criminal judgement and shall also extend to cases where the LICENSEE is suspended in a similar tender procedure by a court order for injunctive relief and until a judgement on the merits of the case is rendered in such court proceedings.*

7.3.- The RFEF will accept joint bids provided that the joint bidders meet the criteria in Clause 7 and a Joint Bid will be excluded if any of the members fall within the scope of any of the exclusion criteria listed in Clause 7.2.

Likewise, the RFEF informs all interested parties that a Joint Bid cannot be interpreted, under any circumstances, as a practice of subcontracting between



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bidders. Joint bidders are also informed that they will be jointly and severally liable to the RFEF for the obligations they have assumed in their respective Joint Bid.

7.4.- Specific documentation related to professional and/or technical solvency for lot 1.

A Technical Report drawn up by the Applicant shall be provided containing at least the following points in relation to the broadcasts of the meetings in the territory:

- Characteristics of the audiovisual media services for the broadcasting of all matches, indicating the territorial coverage available;
- Description of the means to exploit the Rights offered, and their availability to the public;
- Details of the batch scheduling plans;
- Description of signal quality;
- Description of coverage and level of exposure according to rights;
- Description of the means available to ensure the Applicant's commitment to promote Copa de H.M. el Rey (either through a commitment to enhanced programming or other promotions, both on-air and off-air);
- Description of the programming plan for the S.M. Copa del Rey including the level of coverage and exposure;
- The company's experience in the exploitation of audiovisual content, with an express indication of football-related content;
- Technical methods of distribution and commercial segment (free, paid, fee-for-service etc).

If the bid is submitted by an intermediary, it must prepare a report indicating the general description of its activities, expressly stating its offer of sports content and submit an action plan including the expected coverage for the exploitation of the audiovisual content in the event that it is awarded the contract.



8.- Evaluation and awarding of lot.

8.1.-Bids lot 1.

This tender is not an offer from the RFEF, although the submission of bids will be binding on the bidder, the tender is only an invitation to treat, to receive bids from bidders. No contractual obligation shall arise from this tender, unless the relevant License Contract, the general conditions of which are set out in Annex 4 , is signed and executed by the successful bidder and the RFEF.

Applicants shall submit a bid for a minimum of three seasons as a general criterion. Applicants may submit a bid for more than three seasons, provided that it necessarily requires, depending on the amount bid or the technical means made available, a longer period of amortization of the investment in order to be able to cover the bid on the basis of normal and consistent economic and financial criteria. In the latter case, the company must sufficiently and fully justify, by means of a detailed report, the need to extend the period of validity of the contract to four or five years in accordance with its bid and its investment plan, as well as the reasonable amortization of the investments. This report must be included, necessarily, within the economic offer and must explain in detail the business plan, the amortization criteria and the justification of the need to have four or five years to be able to cover the investment made in the event of being awarded the contract and depending on the offer made.

In these cases, the business plan and the criteria for the amortization of the investment, as well as the periodization of the same, will be evaluated by the RFEF's independent body, such as the RFEF's Audit Committee, which will issue a report prior to the award of the contract on the coherence of the plan and the effective need for a longer contract period.

Such a tender offer can only be taken into consideration if the report is favorable.

The same company may submit two separate tenders, one for the 3-year term and one for a longer term with a maximum of 5 years.

By submitting an Offer, the Applicant agrees to be bound by the terms and conditions of the Contract in Annex 4 and the Offer is an irrevocable and unconditional offer which may not be modified (unless requested by the RFEF) or withdrawn for a period of sixty (60) days after receipt of such Offer.

Bids shall be submitted by the deadline indicated by the RFEF.

8.2.- The amounts to be received by the RFEF will be offered and paid in euros, and will be made free of:

-any and all taxes (excluding VAT);



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-deductions and/or withholdings, of any kind, which may be applicable in respect of such payments and without deduction or liability applicable thereto.

-Bank charges and financial costs arising from the financial transaction.

The LICENSEE shall be solely responsible for the payment of the aforementioned taxes, deductions and/or liabilities generated by the non-payment of the same. In the event that said taxes must be paid by the RFEF, the LICENSEE shall calculate the corresponding gross amount to ensure that the RFEF receives the totality of the consideration expressed as a Global Amount.

Payment of the consideration shall be made by bank transfer to the account indicated by the RFEF and shall be considered effective from the moment the RFEF receives the amount payable in its bank account. The amount stipulated in the letter of offer is equivalent to the net amount payable.

8.3.- Valuation of the lot.

The award criterion will be exclusively that of the best economic offer.

The award shall always be made to the best financial offer from the applicant who has submitted a bid for three seasons unless there is a bid for four or five seasons that is significantly higher than the bid for three seasons.

The supply will be considered significantly higher when the average annual value is higher than 20% of the average 3-season supply when the supply is for four seasons and 25% of the average 3-season supply when the supply is for five seasons.

If there are no offers for 3 seasons and there are only offers for four or/and five seasons, the same criterion applies that the offer for five seasons must be 5% higher than the offer for four seasons.

Offers for four or five seasons must, in any case, have obtained the prior favorable report of the RFEF's autonomous and independent Audit Committee.

In the event of a bid for one or more individual lots and lots grouped by region on the same territories, the bids for the individual lots shall be added together, compared with the bid for the regional lot and awarded to the applicant offering the highest consideration.

The evaluation body shall submit to the RFEF's media rights management control body a provisional award proposal to be approved by that management body.

8.4.- The evaluation body will be composed by the persons indicated below and will analyze the bids and draw up a report that will be submitted to the RFEF's media



rights management control body, incorporating a provisional award proposal that must be ratified by the RFEF's media rights management control body.

- The President of the RFEF or the person he designates on his behalf.
- The Chief Financial Officer.
- The Director of the Legal Department.
- The Director of Competitions.
- The Marketing Director.
- The TV Director.

A lawyer from the Legal Department shall act as Secretary of the body.

The bidder chosen by the RFEF will be a provisional successful bidder for the exploitation of the Media rights. The final award is conditional upon (i) the signing of a license contract between the successful bidder and the RFEF (the "License Contract"); (ii) the agreement between the successful bidder and the RFEF of the appropriate guarantees for the correct execution of the economic obligations assumed; and (iii) the completion of all the documentation requested in the process.

9.- Contract.

The Awardees of Lot 1 shall sign the corresponding License Contract, the general conditions of which are set out in Annex 4 and shall be legally binding when signed by the Awardee and the RFEF.

10.- Suspension of the Tender and/or awards.

The RFEF may, before or after the award of the Tender, withdraw from the procedure for justified cause, non-remediable infringement of the tender procedure, or for reasons of force majeure, socio-economic and/or economic changes that hinder the fulfilment of the Contract or the Tender.

In the event of a duly justified case of force majeure, the RFEF may suspend or cancel the Tender, without the right to any compensation for the bidder.

In addition, the RFEF reserves the right to suspend or cancel the Tender if there are indications of collusion between bidders, in which case, the RFEF will inform the relevant competition authority without undue delay of such indications, without the right to any compensation for the bidder.



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Awards made to bidders who do not meet the requirements set out in Clause 7 or who lack the necessary capacity to act due to a supervening cause shall be null and void, without any right to compensation for the bidder.

11.- Confidentiality.

The content of the Tenders and documents submitted with them shall remain confidential. Bidders must refrain from sharing with third parties by advertisement or any other means of communication any information in connection with this tender.

The Bidder understands and accepts the right of the RFEF to make official publications about this Tender, its procedure, selections and Bidders, as stipulated in this Tender.

The RFEF undertakes to keep the Bidder's information and accompanying documentation confidential and will not disclose it to third parties; with the exception of the Authorities in the exercise of their legal obligations, the Controlling Body and the RFEF's Advisors.

12.- Interpretation

The Spanish version of the present Tender shall be considered the only binding version of the same. In the event of contradiction between the Spanish version and the English version of this Tender, the Spanish version shall prevail.

Las Rozas December 7, 2022



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ANNEX 1

Lot 1 is offered by country

List of Territories in which the RFEF offers the rights

THE AMERICAS		
Code	Package	Territories
A1	USA and Canada	<u>Under an open and codified exclusivity regime:</u> United States (incl. Alaska), Bermuda, Puerto Rico, U.S. Virgin Islands and Canada
		<u>Under a non-exclusivity regime in open and codified:</u> Anguilla, Barbados, Antigua and Barbuda, Kingman Reef, Aruba, Palmyra Atoll, Johnston Atoll, Bahamas, Bajo Nuevo Bank, Baker Island, Barbados, Bonaire, Cayman, Curaçao, Dominica, Grenada, Guadeloupe, Guam, Howland Island, Jarvis Island, Navassa Island, Clipperton Islands, Northern Mariana Islands, Midway Islands, Turks and Caicos Islands, Jamaica, Martinique, Montserrat, Saba, American Samoa, Saint Barthélemy, Saint Kitts and Nevis, Saint Eustatius, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines. Saint Lucia, Trinidad and Tobago.
A2	Mexico	<u>Under an open and codified exclusivity regime:</u> Belize, Costa Rica, Cuba, Dominican Republic, El Salvador, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama.



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		<p><u>Under a non-exclusivity regime in open and codified:</u></p> <p>Anguilla, Antigua and Barbuda, Aruba, Bahamas, Bajo Nuevo Bank, Barbados, Bonaire, Cayman Islands, Curaçao, Dominica, Grenada, Guadeloupe, Clipperton Islands, Navassa Island, Turks and Caicos Islands, Jamaica, Martinique, Montserrat, Saba, Saint Bartholomew, Saint Kitts and Nevis, Saint Eustatius, Saint Martin, Saint Vincent and the Grenadines, Saint Lucia, Trinidad and Tobago.</p>
A3	South America (excluding Brazil)	<p><u>Under an open and codified exclusivity regime:</u></p> <p>Argentina, Bolivia, Chile, Colombia, Ecuador, Guyana, South Georgia and the South Sandwich Islands, Falkland Islands, Paraguay, Peru, Suriname, Uruguay, Venezuela.</p> <p><u>Under a non-exclusivity regime in open and codified:</u></p> <p>Aruba, Bonaire, Curaçao, French Guiana, Trinidad and Tobago.</p>
A4	Brazil	<p><u>Under an open and codified exclusivity regime:</u></p> <p>Brazil</p>
A5	Mexico and South America	<p><u>Under an open and codified exclusivity regime:</u></p> <p>Belize, Costa Rica, Cuba, Dominican Republic, El Salvador, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama.</p> <p>Argentina, Bolivia, Chile, Colombia, Ecuador, Guyana, South Georgia and the South Sandwich Islands, Falkland Islands,</p>



		<p>Paraguay, Peru, Suriname, Uruguay, Venezuela.</p> <p><u>Under a non-exclusivity regime in open and codified:</u></p> <p>Anguilla, Antigua and Barbuda, Aruba, Bahamas, Bajo Nuevo Bank, Barbados, Bonaire, Cayman Islands, Curaçao, Dominica, French Guiana, Grenada, Guadeloupe, Clipperton Islands, Navassa Island, Turks and Caicos Islands, Jamaica, Martinique, Montserrat, Saba, Saint Bartholomew, Saint Kitts and Nevis, Saint Eustatius, Saint Martin, Saint Vincent and the Grenadines, Saint Lucia, Trinidad and Tobago.</p>
A 6	Caribbean	<p><u>Under a non-exclusivity regime in open and codified:</u></p> <p>Anguilla, Barbados, Antigua and Barbuda, Kingman Reef, Aruba, Palmyra Atoll, Johnston Atoll, Bahamas, Bajo Nuevo Bank, Baker Island, Barbados, Bonaire, Cayman, Curaçao, Dominica, Grenada, Guadeloupe, Guam, Howland Island, Jarvis Island, Navassa Island, Clipperton Islands, Northern Mariana Islands, Midway Islands, Turks and Caicos Islands, Jamaica, Martinique, Montserrat, Saba, American Samoa, Saint Barthelemy, Saint Kitts and Nevis, Saint Eustatius, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines. Saint Lucia, Trinidad and Tobago.</p>



ANNEX 2

COMPETITION FORMAT AND PARTICIPATING CLUBS CHAMPIONSHIP OF SPAIN/COPA

DE S.M. EL REY

1-. COMPETITION SYSTEM.

The Spanish Championship / Copa de S.M. el Rey is structured in a total of seven knockout rounds and the final, which will be played in a single match, except for the semi-finals, which will be played in a double-match format.

First knock-out round.

All participating clubs will participate, except for the four clubs competing in the Supercopa de España tournament, in 56 competitive matches.

The pairings will be carried out by drawing lot, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous elimination, being the clubs distributed in as many cups as categories remain in the competition. The matches will be held in the sports facilities of the lower level club, as long as they comply with the minimum requirements established by the RFEF, and if they are of the same level, the match will be held on the facilities of the club whose ball was drawn first.

The 56 winners will participate in the second round of the Championship.

Second knock-out round.

It will be played by the clubs that won the previous round, in 28 competitive matches.

The pairings will be carried out by drawing lot, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous elimination, being the clubs distributed in as many cups as categories remain in the competition.

In the case of clubs belonging to different divisions, the match will be held in the sports facilities of the lower division, provided that they comply with the minimum requirements established

by the RFEF and, if both clubs belong to the same division, in those of the clubs whose balls were drawn first.

The 28 winners will participate in the round of 32 of the Championship.



Round of 16

The winning clubs from the previous round, plus the four First Division clubs in Group F, who were exempt from the two previous rounds due to their participation in the Spanish Super Cup, will take part in this 16-legged competition.

The four First Division clubs participating in the Super Cup will be paired with four other clubs that have passed the previous round, starting with those with the lowest level.

The remaining clubs will be paired, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous round, being the clubs distributed in as many cups as categories remain in the competition.

In the same way, in the case of clubs belonging to different divisions, the match will be played in the sports facilities of the club of the lower level, provided that they meet the minimum requirements established by the RFEF and, being both of the same, in those of the clubs whose balls have been drawn first.

Round of 8

The winning clubs of the round of 16 will take part in 8 competition matches.

The pairings will be carried out by drawing lot, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous elimination, being the clubs distributed in as many cups as categories remain in the competition.

In the case of clubs assigned to different divisions, the match will be played in the sports facilities of the club assigned to the lower level, provided that they meet the minimum requirements established by the RFEF and, being both of the same, in those of the clubs whose balls have been drawn first.

Quarter-finals.

They will be played by the winning clubs of the round of 16 in 4 competition matches, matched against each other by pure draw, being, in any case, the order of fields, the same of the extraction of the balls, provided they meet the minimum requirements established by the RFEF.

Semifinals.

They will be played, in a double match, by the winning clubs of the quarterfinals, paired by drawing lot being the order of fields the same as the order of the draw, as long as they meet the minimum requirements established by the RFEF.

The two finalist clubs will earn the right to take part in the Supercopa de España tournament.



Final.

It will be played between the two winning Clubs of the semi-finals, on the date established by the RFEF, in the stadium determined by the RFEF.

The winning club will be entitled to participate in the UEFA Europa League. In addition, it will be awarded the Cup that accredits it as such.

Ownership of the Champion's Cup shall be awarded to the club that has won the championship three times consecutively or five times alternatively.

2.- PARTICIPATING TEAMS

For the edition of the Spanish Championship / Copa de S.M. el Rey of the 2022/2023 season, one hundred and six clubs that will participate in the 2021/22 Season, in the First Division and Second Division Championships, in the First RFEF, Second RFEF, Third RFEF, RFEF Cup and, in addition, ten of the twenty clubs coming from the previous qualifying round of the competition in accordance with the following criteria will have access. For subsequent seasons the participating teams are classified according to the same criteria established for the participation in the Competition in the 2022/23 Season, referring to the seasons that correspond in each case.

A) The 20 teams that are part of the First Division or the teams that will be part of that division.

B) The 22 teams that are part of the Second Division or the teams that will be part of that division.

In the two previous cases, if a club has been restricted from participating in the first round of the competition for reasons of affiliation, dependence or any other circumstances, its place will not be occupied by any other club and, consequently, if the number of final participants is an odd number, there will be one club that will be exempt from playing in the first round of the competition.

C) The 10 teams of First RFEF determined in the following terms:

- The first 5 clubs classified in each group and, in the absence of any of them, for reasons of filiality, dependence or any other circumstances that prevent their participation, the best classified following them in their respective group.

D) 25 teams of Segunda B (Second RFEF) determined in the following terms:

- The first 5 classified in each group and, in the absence of any of them, for reasons of filiality, dependence or any other circumstances that prevent their participation the best classified following them in their respective group.

E) 25 teams from the Third Division (Third RFEF) determined in the following



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terms in the order set out above and on an exclusive basis:

- i. The eighteen teams that were classified in the first place of the final classification in each of their groups at the end of the regular phase of the National Championship third division and, in the absence of any of them, for reasons of filiality, dependence or any other circumstances that prevent their participation, the best classified that follows them in their respective group.
- ii. The seven teams ranked with the best points coefficient among the second-placed teams in the final standings in each of the eighteen groups and which are neither affiliates nor dependents.
- iii. Once the above criteria have been exhausted, and there are vacancies to be filled, these will be assigned to the clubs ranked third at the end of the regular phase of the National Championship and that were ranked with the most points coefficient among those that are part the eighteen groups.

Any ties between coefficients shall be resolved in accordance with the following criteria in the order set out above and on an exclusive basis:

1. Higher goal difference for and against combined.
2. Whoever has scored the most goals.
3. Should the tie persist, the participant will be decided by a pure drawing lot, with the participant being drawn first.

F) The four semi-finalists of the RFEF Cup of the 2022/2023 season. In the event that for reasons of force majeure the quarter-finals of the competition cannot be held, these four places will be allocated according to the agreement of the competent federation body.

G) The twenty territorial teams of every Autonomous Federation, two in the case of Andalucía, as stipulated in their regional competition rules, and which must notify the RFEF 15 days prior to the day set for the drawing lot for the preliminary qualifying round. The twenty clubs will be paired up by drawing lots based, as far as possible, on criteria of geographical proximity, and will play each other in a preliminary knockout round, in a single match, at the playing field of the clubs whose ball is drawn first. The ten winning teams will play the first knockout round of the championship. These territorial teams shall participate during the 2022/2023 season, exclusively, in territorial competitions.



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ANNEX 3

LOT 1 MATCHES FOR THE TERRITORY OF AMERICA

Deadline for the reception of the bids: 7 March 2022 (23:59 CET).

*Bid needs to be submitted to the following email address:
audiovisuales@concursos.rfef.es*

FORMAT OF THE TENDERER'S LETTER TO FORMALIZE AN OFFER AND ECONOMIC OFFER FOR THE ACQUISITION OF THE EXPLOITATION RIGHTS OF THE KING'S CUP FOR THE SEASONS 2022/2023, 2023/2024, 2024/25, AND, IF APPLICABLE, 2025/26 , 2026/27.

In....., the..... of..... XXXXXXXX

D. / D^a....., provided with DNI/Passport Number.....,

In its capacity as

Acting on behalf of and on behalf of..... entity constituted in accordance with the laws of, with registered office at

I hereby indicate:

(i) That, after thoroughly reviewing the Call issued by the Royal Spanish Football Federation ("**RFEF**"), the Entity is interested in the acquisition of the Lot / s that are identified below in order to exploit the Audiovisual Rights of the competition.

(ii) That the amount offered is made in euros and will be understood to correspond to the liquid value expressed in euros that would be made available to the RFEF, once all financial expenses, deductions, withholdings, fees and taxes and those that accrue for the financial transaction have been covered.

(iii) That in relation to the signal of the matches, the Entity acknowledges and accepts that it will pay the RFEF or whoever it indicates the technical costs / expenses of access to the signal in the terms that are expressed in the corresponding section of the tender.



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(iv) That the Entity understands and accepts all the terms and conditions governing the Tender and the future Contract with the RFEF.

By virtue of the foregoing, the Entity expresses and details the terms and conditions of its Offer:

1.- CORPORATE DATA

Company Name	
Address	
VAT Number	
Contact Person	
Title	
E-mail	
Phone number	

2.- NET ECONOMIC OFFER IN EUROS OFFERED FOR EACH SEASON

The Entity (Bidder) must indicate the offer for each season and each Lot of interest for the exploitation of the Rights. In reference to Point 8 of the ITT (“Evaluation and awarding of lots”) the entity can bid for three, four and/or five years. The technical costs as described in point 5 of the ITT the section 5 “Production of the matches” will apply.

Lot number	2022/2023	2023/2024	2024/2025	2025/26	2026/27
A 1 (3 seasons) EUR EUR EUR		
A 1 (4 seasons) EUR EUR EUREUR	
A 1 (5 seasons) EUR EUR EUREUR EUR



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A 2 (3 seasons) EUR EUR EUR		
A 2 (4 seasons) EUR EUR EUREUR	
A 2 (5 seasons) EUR EUR EUREUREUR
A 3 (3 seasons)	..... EUR	..... EUR	..... EUR		
A 3 (4 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	
A 3 (5 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	.....EUR
A 4 (3 seasons)	..... EUR	..... EUR	..... EUR		
A 4 (4 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	
A 4 (5 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	.....EUR
A 5 (3 seasons)	..... EUR	..... EUR	..... EUR		
A 5 (4 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	
A 5 (5 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	.....EUR
A 6 (3 seasons)	..... EUR	..... EUR	..... EUR		
A 6 (4 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	
A 6 (5 seasons)	..... EUR	..... EUR	..... EUR	.....EUR	.....EUR



The Entity agrees to be bound by the terms and conditions of the Contract in Annex 4 and the Offer is an irrevocable and unconditional offer which may not be modified (unless requested by the RFEF) or withdrawn for a period of sixty (60) days after receipt of such Offer.

3.- CHARACTERISTICS OF THE MEDIA SERVICES

(In reference to point 7.4 of the ITT)

Platform Description	Names of Platform (s):	
	Technical delivery of platform (s):	
	Commerical segment and pricing details (Free /Pay/PPV)	
	Market Penetration and share the territory (ies)	
Experience in football broadcasting		



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Programming plan for Copa del Rey	
Promotion plan for Copa del Rey	

The Entity is encouraged to add further information to its technical reports that outlines its capabilities.

Mr/Mrs. [Name and Surname]

On behalf of [Company Name]

Date: [dd/mm/y]

Stamp:



COPA CONTRACT S.M. EL REY

DATE XXXXXXXXXXXXX

THE PARTIES XXXXXXXXXXXXXXXXXXXXX

MANIFEST

The RFEF is the governing body of football in Spain;

I.- [***] is a world-renowned broadcaster of, inter alia, television programs and sporting events;

II.- In accordance with Royal Decree-Law 5/2015, which indicates that participation in an official professional football competition shall necessarily entail the assignment of the Media Rights held by the participants to the organizing entity (RFEF) for the marketing of such Media Rights, the RFEF is currently empowered to carry out the marketing of the Media Rights defined in Article 2 in respect of the matches of the XXXXXXXX seasons of the Spanish football competition "Copa de S.M. el Rey" (hereinafter the "Competition").

The format of the Competition for the 2022/23 season consists of 127 matches. It will start with a preliminary territorial knockout round, which will be played as a single match. This will be followed by six single-leg knockout rounds. The final and the first five knockout rounds will be played as a single match and the semi-finals will be played over two legs. As soon as the RFEF set the dates and schedules of the Competition, the RFEF shall immediately inform the LICENSEE.

The format, schedules and timetables (dates, match times, etc.) are subject to change as required by the circumstances of each case. The RFEF shall notify the LICENSEE as soon as possible of any relevant changes in each individual case.

III.- The LICENSEE wishes to be granted the exclusive license for the Media Rights to the matches of the XXXXXXXX seasons of the Competition (hereinafter the "Matches") for the Licensed Territory (as defined below).

IV.- The RFEF wishes to grant the LICENSEE the license (exclusive or not depending on the lot awarded) for the Media Rights of the Matches for the XXXXX seasons of the Competition for the Licensed Territory.

V.- Accordingly, the Parties wish to enter into this agreement (the "Agreement") in order to detail all the terms, conditions, rights and obligations relating to the licensing of the Media Rights to LICENSEE in the Territory.



The Parties agree and stipulate as follows:

For the proper interpretation of the terms and conditions contained in this Agreement, the following terms shall have the meanings set forth in the table below.

1.-Audiovisual products

Means the audiovisual products of the Competition for the XXXXXXXX seasons and which as a result of this Agreement have been distributed to LICENSEE in the Licensed Territory.

It shall be understood that the Audiovisual Products contain, among others, Images of a Match; other audiovisual content derived from a Match and any graphics related to a Match. Likewise, it shall be understood that the Audiovisual Products include the logos of the RFEF and its official sponsors.

2.- Media Rights, Exploitation Rights, Audiovisual Rights or Rights

Means the rights of broadcasting, communication to the public and making available to the public of the Audiovisual Products, as well as specific rights.

3.-Licensed territory

Means the territory(ies) in which LICENSEE is entitled to exploit the Licensed Rights.

4.-Clubs

Means the Spanish football clubs participating in the Competition for the XXXXXXXX seasons.

5.-Competition(s)

It means the Copa de S.M. El Rey and all the knockout rounds, from the First Round onwards.

6.-Audiovisual Media Channels

Means the exploitation of the Media Rights through any of the following channels in the Territory(ies): the Internet, including but not limited to Smart TV, phones, tablets and any other device that enables the transmission of Media Rights over the Internet. "DTT" or Digital Terrestrial Television, i.e. the transmission of the signal via terrestrial frequencies. Satellite, i.e. the transmission of the signal through satellite standards. Cable.

Audiovisual media channels can be free and/or paid, where:

Paid, is the broadcast of any pay mode of content, including, but not limited to: Pay-Per-View Channels and Pay-TV Channels, and;



Free means the broadcasting of any content through open channels that are subject only to the territorial restrictions contained in the Specific Rights and Obligations contained in this Agreement.

7.-Highlights

It means the sequences of the most significant plays and the key moments of the match, with a maximum duration of four (4) minutes per match.

In accordance with the terms of the Agreement, the scope of "Highlights" will be expanded to include:

- Repetitions
- Slow motion filming
- Any type of frames, including 360° frames
- Any other material that is allowed under the terms of this Agreement.

8.-Match(es)

Means any match(es) belonging to any round(s) of the Competition including the Final match.

9.-Images of the match

Means all the images of the matches of the Competition.

It will include all events occurring on the playfield, including areas within the sports facilities where a match is being played. The images of the match cover the two (2) minutes prior to the start of the match until one (1) minute after the end of the match. It will also include the celebrations of the final match.

10.-Official channel

Means the Official Channels of a Club or the RFEF.

11.-Platform

Means any media system necessary for the transmission of the Rights.

12.- Royal Decree-Law 5/2015

Means Royal Decree-Law 5/2015, of 30 April, on urgent measures in relation to the commercialization of the exploitation rights of audiovisual content of professional football competitions.

13.- Related contents

These are interviews with fans, which can also take place in different locations (outside the stadium, inside the stadium), as well as images of the stands filmed before, during and after the match.



14.- Real Federación Española de Fútbol o RFEF.

Refers to the Real Federación Española de Fútbol (Spanish Football Federation), an entity registered in the Spanish Sports Register under number 19, constituted in accordance with Spanish law and having its registered office at Plaza Luís Aragonés s/n 28230, Las Rozas, Madrid.

15.-Signal

Means the audiovisual signal (consisting of video, audio/sound, image, etc.) collected by all cameras before, during and after the Matches.

16.- Sublicensee

Means any natural or legal person to whom the successful bidder sub-licenses its Rights, in whole or in part, through a Sub-licensing Agreement on the terms provided for in this Agreement.

17.-Sublicense Contract

Means the agreement entered into between LICENSEE and Sublicensee as provided in this Agreement.

18.-Tender

Means the conditions of commercialization of the Media Rights for the Competition for the XXXXXXXX seasons.

19.-World-wide transmission

This refers to the live high definition (HD) signal of matches produced in accordance with international standards. The RFEF guarantees compliance with the minimum requirements regarding the position of cameras and sound production standards.

ARTICLE 1 - RECITALS AND ANNEXES

The recitals and annexes constitute an integral and essential part of this contract.

ARTICLE 2 - MEDIA RIGHTS

2.1. In execution of this Agreement, the RFEF grants to the LICENSEE, who accepts, the exclusive license (or non-exclusive license depending on the lot awarded) of the Media Rights for the XXXXXXXXXX season of the Competition for the following Licensed Territories: [***] in the following languages: [***].

Media Rights means the right to market the RFEF Competition through the following broadcast media or a combination there of:



- (a) Terrestrial transmission
- (b) Satellite transmission
- (c) Cable transmission
- (d) Pay-per-view service
- (e) Video on demand service
- (f) IPTV
- (g) Mobile networks
- (h) Near video on demand service
- (i) The Internet, including OTT platforms (hereinafter "Internet")

LICENSEE's right to broadcast the RFEF Matches on the aforementioned broadcast media is subject to LICENSEE ensuring at all times that delivery and access is only available to viewers and/or Subscribers within the Territory ("Geo-Block").

Internet broadcasting rights for television betting and/or websites, scouting, and video games or similar are explicitly excluded from this Agreement.

It is further expressly agreed that any and all news access rights are excluded from the Media Rights granted in this Agreement to Licensee as well as clips, unless otherwise agreed.

2.2. The rights for the next XXXXXX seasons are:

a) The broadcasting of any of the thirty-three (33) Matches corresponding to the Round of 16, Round of 8, Quarter-Finals, Semi-Finals and Final, live and on any Media Channel within each of the Licensed territories listed in Article

2.1. The telecast of the Matches includes two (2) minutes before the start time of each Match and will end one (1) minute after the end of the Match. The broadcast includes the broadcast of the visible areas of the venue in which a Match is being played. In any case, the LICENSEE shall be obliged to broadcast in each of the Licensed Territories a minimum of fourteen (14) live Matches per season, including necessarily the Semi-Finals and the Final of the Competition which shall be mandatory broadcasts. The system of competition is specified in Annex 1.

b) The deferred broadcasting of the Matches of each season until the end of the season in which each Match has been played. In the cases provided for in article 5.1

a) the clubs may broadcast the match on a deferred basis.

c) The transmission of the additional Matches in the event that the RFEF produces more than 33 Matches, without providing an additional license fee. However, in the event that more than 33 Matches are produced, the LICENSEE shall bear the costs of access to the signal stipulated in the section "Production, signaling and presentation of the Matches" of this Agreement.



d) The possibility for the LICENSEE to produce summaries for its own programs or channels.

2.3. The RFEF undertakes to provide the LICENSEE with access to the World Feed standard through a specialized company providing this service.

LICENSEE agrees to pay in a timely manner to such company the technical costs of the amount of EUR 1,500 per party for the uplink and space segment. It is expressly agreed that any other technical services required by LICENSEE (such as, but not limited to, commentary positions, stand-ups, etc.) shall be separately agreed upon by the Parties under a standard rate card. LICENSEE shall bear its own download costs. The RFEF, its service provider or any third party appointed by the RFEF for this purpose, shall invoice the LICENSEE for the corresponding technical costs after the matches. The invoice shall be paid by the LICENSEE to the service provider 15 days after receipt.

2.4. LICENSEE shall ensure that the transmission of the Matches is intended for reception within the Licensed Territory and that the availability of such images and sound of the Matches outside the Licensed Territory is not deliberately commercialized and/or made available on any media outside the Licensed Territory, accordingly. LICENSEE shall implement all possible technical measures (encrypted signal, black out, etc.) to limit access to the Signal in the Licensed Territory and shall put in place all possible technical measures and digital rights management (DRM) systems to prohibit the copying, storage, preservation and transfer of any images of the Matches. In particular, the LICENSEE's right to broadcast each Match via the internet and mobile is subject to LICENSEE ensuring that delivery and access is only available to subscribers within the Licensed Territory (i.e. geo-blocked). RFEF and LICENSEE acknowledge and agree that when a Match is broadcasted by satellite for reception in the Licensed Territory, such broadcast may be incidentally received outside the Licensed Territory due to the inherent ability of satellites to broadcast signals that are not confined to territorial boundaries (hereinafter, the "Unintentional Excess"). In this regard, the Parties expressly agree that such unintentional excess shall not constitute a breach of this Agreement provided that such signals are at all times fully and effectively encoded in accordance with this Section 2.4 and LICENSEE does not transmit, or authorize the transmission or retransmission of, the broadcast of the Matches outside the Licensed Territory.

In addition, LICENSEE shall ensure that all transmissions over the Internet or other communication networks and/or systems are designed to prevent reception outside its Licensed Territory by appropriate technical means (e.g. geo-blocking).

2.5. The Parties acknowledge and agree that LICENSEE shall be entitled to sublicense the Match Media Rights to third parties within the Licensed Territory, but only with the prior express written consent of the RFEF.

In the event that an authorization is requested, the channel and its audience, as well as the requested sublicensed company, must be indicated in detail and the request must be made in writing at least 15 calendar days before the date on which the matches are to be broadcast.



The RFEF will reply to the request for sublicensing or assignment within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse the sub-licence in the following cases:

- If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings underway in relation to the non-payment of the aforementioned amounts.
- Reputational risk for the RFEF in the case of channels broadcasting socially inappropriate content.
- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- The potential sub-licensee is in the cases set out in clause 7.2.

If the response is negative, the RFEF will give reasons for its decision. In the absence of a reply, the application shall be deemed to have been authorized.

It is also agreed that the LICENSEE shall be entitled to assign its rights and obligations under this Agreement, in whole or in part, but only with the prior written consent of the RFEF, to an Affiliated Company, which shall include any of its local subsidiaries that qualify as Affiliates as set forth in the following section and that service the LICENSEE in the Licensed Territory. For the purposes of this clause, an "Affiliated Company" means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with LICENSEE, and the term "control" means ownership of more than fifty percent (50%) of the voting capital in a company or the right to appoint in such company the majority of the members of the management body, which shall be evidenced by a certificate signed by the legal representative of the company to be submitted to the RFEF with the application for the transfer to the Affiliated Company.

In the event of a sub-licence or assignment, subject to prior authorization by the RFEF in accordance with the above paragraphs, the licensee shall be jointly and severally liable with its sub- licensee or assignee for the acts and omissions of any sub- licensee or assignee and shall ensure that the sub- licensee expressly assumes in writing all obligations and duties under the bidding process and the licensee agreement and complies at all times with all the terms, conditions and obligations of the license agreement and the contract.

The liability of LICENSEE and its sublicensees shall be unlimited and shall apply to all damages that may arise from any kind of intent or negligence, including slight negligence, including compensation for direct and indirect damages such as loss of profit, loss of opportunity, fines and/or penalties.

In addition, LICENSEE shall represent and guarantee that all Sublicensees with whom it has entered into a Sublicense Agreement meet the eligibility criteria set forth in the Tender Rules.



ARTICLE 3 - CONSIDERATION FOR THE LICENSE AND TERMS OF PAYMENT

3.1. As consideration for the exclusive (or non-exclusive depending on the lot awarded) license of the Media Rights for the XXXXXX seasons of the Competition granted under this contract, the LICENSEE undertakes to pay the RFEF the amount of [***].

This figure is the total amount owed by LICENSEE for the licensing of the Media Rights (thus excluding technical costs as well as other costs and expenses) for the XXXXXX seasons (hereinafter the "Lump Sum").

3.2. Upon receipt of the relevant invoices, the Lump Sum shall be paid by the Licensee to the RFEF in accordance with the following payment schedule:

- Season 2022/23 (first season of the contract) [amount of [***]]:

Twenty percent (20%) of the consideration offered shall be paid on the date of signing the License Agreement.

Thirty percent (30%) of the consideration offered shall be paid by September 1, 2022. The remaining fifty percent (50%) of the consideration offered shall be paid by March 1, 2023.

- Season 2023/24 [amount of [***]]:

Twenty percent (20%) of the consideration offered shall be paid by September 1, 2023.

Thirty percent (30%) of the consideration offered shall be paid by November 15, 2023.

Fifty percent (50%) of the consideration offered shall be paid by March 1, 2024.

- Season 2024/25 [amount of [***]]:

Twenty percent (20%) of the consideration offered shall be paid by September 1, 2024.

Thirty percent (30%) of the consideration offered shall be paid by November 15, 2024.

Fifty percent (50%) of the consideration offered shall be paid by March 1, 2025.

- Season 2025/26 and 2026/27, if applicable, will maintain the same payment schedule as season 2024/25 adapted to the years of the contract.

3.3. Payments shall be deemed to have been made when the RFEF receives the amount payable in its bank account or a certain proof of payment from the LICENSEE. LICENSEE agrees that the lump sum corresponds to the net amount payable. Any delay in the payment of the fees in accordance with the deadlines set out in the schedule mentioned in clause 3.2 shall generate interest in the amount of



3% on the amount due in favor of the RFEF. Furthermore, the suspension of payments by the LICENSEE shall allow the RFEF to terminate this Agreement, without prejudice to the provisions of the applicable law and the application of any remedies and/or rights that the RFEF may have under this Agreement and/or applicable law.

3.4. If any amount payable by the LICENSEE under this License Agreement is not paid when due, in addition to its other rights, the RFEF, upon seven (7) working days' written notice, may take any of the following actions:

- a) Demand from LICENSEE the immediate payment of all amounts provided for in the License Agreement.
- b) Suspend or cease the supply of the Rights granted under this Agreement to LICENSEE.
- c) recover from LICENSEE the reasonable legal costs (including accrued interest of 3% as provided in clause 3.3 above, attorneys' fees and internal costs) incurred to recover the overdue amount.

3.5. The amounts received by the RFEF shall be paid net and therefore free of:

- Taxes and duties (except VAT if applicable);
- Deductions and/or withholdings, of any kind, that may be applicable with respect to such payments and without deduction or liability applicable thereto.
- Banking charges and financial costs arising from any financial transaction.

LICENSEE acknowledges that it is solely responsible for the payment of the above taxes, deductions and/or liabilities arising from the non-payment thereof. In the event that such taxes are to be paid by the RFEF, the LICENSEE shall calculate the corresponding gross amount to ensure that the RFEF receives the full consideration expressed as a Lump Sum.

The payment of the consideration shall be made by bank transfer to the account indicated by the RFEF.

Furthermore, LICENSEE acknowledges that all costs imposed by any financial institution on LICENSEE shall be borne by the LICENSEE. Therefore, financial costs arising from the transaction that are to be borne by the LICENSEE shall not be deducted from the Lump Sum.

3.6. It is expressly understood that, in consideration for the technical delivery services provided by the RFEF in accordance with article 2.2, the LICENSEE, in addition to the Global Amount agreed in article 3.1 above, undertakes to bear the technical expenses in the amount of 1,500 Euros per match and pay them to the company appointed by the RFEF that will provide those services.

3.7. The Lump Sum due to RFEF may not be reduced in any way or otherwise modified in cases where LICENSEE or any of its possible sub-licensees are unable to



exercise all or any of the Media Rights for any reason other than RFEF's failure to comply with its contractual obligations.

In the event that the RFEF determines that the payment obligations must be guaranteed, this must be done by means of a bank guarantee issued by a bank subject to the control of the Single European Supervisory Mechanism implemented by the European Central Bank. Likewise, the guarantee must be guaranteed on first demand and without the benefit of excussio, order or division. The guarantee may be required for each or all of the seasons covered by the contract and must be delivered to the RFEF on 1 August of each season. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative guarantee to the guarantee is offered, the express written approval of the RFEF will be required.

ARTICLE 4 - ADVERTISING, BRANDING, PRODUCTION AND INTELLECTUAL PROPERTY RIGHTS OF THE COMPETITION

4.1 Advertising opportunities for LICENSEE.

The LICENSEE may not appoint any sponsors for programming or content related to the competition that may conflict with the main sponsors of the RFEF and/or the competition. If the LICENSEE has any doubts about the compatibility of its sponsors/advertisers, it must contact the RFEF to clarify this fact. If the LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and does not raise its doubts with the RFEF regarding their compatibility, it shall be solely liable for any damages and/or costs incurred both to the RFEF and to the incompatible sponsor/advertiser and other affected third parties. The list of official sponsors is set out in the FTP provided by the RFEF.

LICENSEE may only exploit the advertising opportunities provided that:

-No sponsorship or advertising agreements are entered into with entities that may pose a threat to the reputation of the RFEF, including, but not limited to: Companies with questionable backgrounds (such as financial weakness, companies convicted of bribery, piracy and/or other crimes), and/or companies of questionable reputation and/or companies involved in money laundering, the manufacture of weapons or infringement of Human Rights.

-The advertising and sponsorship agreements shall comply with the internal regulations of each of the Licensed Territories concerned and their content may not, under any circumstances, mislead consumers or infringe the unfair competition law applicable in each of the Licensed Territories in which LICENSEE is authorized to exploit the Media Rights.

If the LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and/or has not informed the RFEF about the compatibility of a particular sponsor, the LICENSEE shall be solely liable for any damages and/or costs incurred in connection with any claims, actions, fines, penalties, and other consequential or indirect damages that may arise. Furthermore,



the LICENSEE agrees that the breach of this clause gives the RFEF the right to terminate this Agreement and claim for damages.

4.2.- Limitations on advertising opportunities for LICENSEE

a) General

The RFEF and/or the Clubs are entitled to carry out activities, including, but not limited to, half-time contests involving fans in the stadium, promotional advertisements placed on the playing field during the start, half-time and end of the Matches, among others, without this being a violation of the Media Rights granted to LICENSEE.

The LICENSEE may not enter into sponsorship agreements with entities that are totally or partially dedicated to the production, sale and/or distribution of products and/or services that are in the same category of products as those offered by the official sponsors of the RFEF, including sponsors of statistics and/or Match data. Likewise, the LICENSEE may not, under any circumstances, issue advertising that may lead one to believe that there is a collaboration and/or association with the RFEF, the Copa de S.M. El Rey, the Clubs participating in the Copa de S.M. El Rey, and/or the players and/or coaching staff of the Clubs. In order to comply with the provisions of this section, the LICENSEE shall request from the RFEF information about the official sponsors of the Copa de S.M. El Rey and ensure that there is no conflict between such official sponsors and the sponsors of the LICENSEE.

b) Regulation of virtual advertising through digital tools

With regard to virtual advertising, understood as the placement of advertisements on digital instruments that allow the reproduction of different advertisements during football matches and that are located at specific points within the stadium (e.g. barriers of the stands, barriers around the football pitch, etc.), the LICENSEE accepts that the RFEF and the clubs may exclusively use such digital instruments for advertising purposes. As such, the LICENSEE agrees not to modify the content displayed on the digital instrument, except in the event that the advertising is contrary to the legal provisions applicable in the LICENSEE's Licensed Territory (for example, if the advertising placed on the digital instrument concerns tobacco and tobacco advertising is strictly prohibited in the Licensed Territory). In this case, the LICENSEE shall notify without undue delay and in any event no later than forty-eight (48) hours from the time the RFEF discloses the list of sponsors to be placed on the digital instruments. Said list of sponsors can be found in the FTP provided by the RFEF. The LICENSEE agrees to hold the RFEF harmless for any liability arising from the LICENSEE's failure to notify the LICENSEE of the incompatibility of the national legislation of the Licensed Territory with the virtual advertisements to be placed on the digital tools, including, but not limited to, damages, penalties, fines, consequential and/or indirect damages.

4.3.-Branding and signs of the Competition



a) In order to communicate and broadcast a uniform, coherent and unique brand that allows football fans to associate and recognize the image of the Competition, the LICENSEE shall be obliged to transmit its headers, graphics and bumpers to the RFEF prior to their use. Said use and design must be previously approved by the RFEF.

In addition, in order to promote the transmission of the Competition, it shall grant to LICENSEE, on a non-exclusive basis, the right and obligation to use:

- The name of the RFEF, as well as the name of the Competition.
- The corresponding logo of both the RFEF and the Competition.
- The bumper that precedes each of the replays of the match, which will be provided by the RFEF.

The LICENSEE shall be authorized by the RFEF to use the trademarks and logos of the RFEF and the Clubs solely as part of the LICENSEE's promotional and marketing activities in connection with its broadcast of the Competition. The LICENSEE may use the distinctive signs that have been (i) provided by the RFEF or; (ii) expressly approved by the RFEF prior to their disclosure and/or publication. The LICENSEE is informed that no posters or advertising media that do not comply with the above will be permitted.

b) The LICENSEE may customize the production delivered by RFEF according to its preferences through the use of voiceovers, commentary and appearance of its announcers, narrators and commentators. In the event that the LICENSEE provides any on-site service, this service will be provided by the match production company, in accordance with a rate sheet that will be made available to the LICENSEE. However, LICENSEE understands that any rights regarding the intellectual property of such customization shall be governed in accordance with the intellectual property clause

of this Agreement. Additionally, the LICENSEE may not in any case personalize the image of the Copa de S.M. el Rey game beyond what is indicated in this paragraph and excluding the possibility of adding contents and images that have been recorded unilaterally without prior agreement with the RFEF.

c) Notwithstanding the foregoing, the LICENSEE undertakes to ensure the presence of the Trademarks in the broadcasting of the Matches:

- To include the Competition logo in the top left corner next to the team's result;
- To include the logo of the Competition in all graphics and statistics that are disclosed during the Matches, as well as that of its sponsors/collaborators in the elaboration of the statistics and data of the Matches;
- Display the Competition logo at regular intervals during the transmission of the Matches, including through the use of the special optical page turning effect before and after replays;



-To play the official tune of the Copa de S.M. el Rey at the beginning and end of each half of each Match;

-To use all the material provided by the RFEF following their instructions;

-Refrain from initiating any legal action or legal proceedings in relation to the ownership or exclusivity of the material transferred by the RFEF. In this regard, the LICENSEE acknowledges that all trademarks, logos and material assigned by the RFEF shall remain the exclusive property of the RFEF under the terms and conditions expressed in the Intellectual Property Clause of this Agreement;

-Refrain from using the materials assigned by RFEF for any other use beyond the scope of this Agreement, including the marketing of LICENSEE's own products and services, even in those cases in which LICENSEE considers that it may offer substantial benefits to RFEF;

During the term of the contract, the RFEF and the participating clubs may make use of any digital assets, including tokens or NFTs or similar in relation to the Competition, and no rights or participation in the same shall be assigned to the LICENSEES.

4.4.-Production, Marking and Presentation of Matches

In order to facilitate the integrity and uniformity in the criteria that will govern the technical production of the matches belonging to the Copa de S.M. El Rey, as well as to preserve and promote the international image of both the competition and the RFEF, the production of the matches will be carried out by the RFEF. To this end, the RFEF will produce the thirty-three (33) matches in HD 1080p50 following international quality standards. However, in order to guarantee at all times an adequate level of production and presentation of the Matches, the RFEF may receive technical assistance from a technical supplier of renowned prestige. The RFEF shall at all times be responsible for the production of the Matches.

The LICENSEE who intends to receive the Competition Signal must pay the technical costs related to the supply of the Signal incurred by the RFEF. These costs may not, under any circumstances, be offset against the final price paid for the allocation of the specific Licensed Territory.

The amount payable corresponds to the cost of providing access to the signal.

The service will be provided by the company designated by the RFEF for this purpose and paid directly to the RFEF. This cost amounts to one thousand five hundred (1.500€) EUROS per match. Likewise, in the event that more than 33 matches are offered, in order to access the Signal of these additional matches, the cost per match stipulated above must be paid within fifteen (15) days from the celebration of each Match.



4.5.-Intellectual Property

The RFEF shall retain ownership of all Intellectual Property Rights of the Competition, its Trademarks and distinctive signs, as well as all other RFEF and/or Competition trademarks, without prejudice to the non-exclusive use that the Clubs may make of the content generated by the Matches. Nothing contained in this Agreement shall be construed as expressly or implicitly granting intellectual property rights to the LICENSEE over the intellectual property owned by the Clubs and/or the RFEF. Any license and/or transfer of any intellectual property rights required by LICENSEE must be expressly agreed and formalized in a separate written document.

In this regard, LICENSEE shall not have any rights in the footage of the Matches, except for the Media Rights described herein and in Article 2.1 of this Agreement and any other provisions applicable to this Agreement. However, any Intellectual Property Rights derived from the commentary narrating the Matches shall belong to LICENSEE.

In addition, the RFEF may make use of the right to "archive" the matches belonging to the Competition. The participating Clubs will also have the right to archive of the Matches in which they participate, being able to make use of the same. For these purposes, once the term of the corresponding commercialization contract has expired, i.e. as of 30 June XXXXXXXXX the LICENSEE shall return or destroy any material generated as a result of the exploitation of the Package awarded to the RFEF, as well as any information in its possession that may give rise to an improper use of the Media Rights beyond the term of the corresponding Licensing Contract.

Upon termination of this Agreement for any reason whatsoever, the LICENSEE shall be obliged to return to RFEF and/or destroy, at RFEF's option, any material generated from the exploitation of the Media Rights, including any information and/or documentation in its possession under the Agreement.

Any future use by the LICENSEE of the material provided by the RFEF is not permitted, and the LICENSEE shall be liable, without limit, for any damages caused to the RFEF.

ARTICLE 5 - RIGHTS OF OTHER THIRD PARTIES INVOLVED IN THIS AGREEMENT

The media rights granted to LICENSEE under this Agreement represent the entirety of the media rights granted to LICENSEE. All rights not expressly included in this Agreement shall be reserved by RFEF and may be exploited without restriction by RFEF or by a third party designated by RFEF. In addition, some of the Rights offered are non-exclusive. The LICENSEE is informed of the following reservations that may make its Rights non-exclusive:



5.1 Rights in favor of the Clubs and the RFEF

The RFEF informs the LICENSEE of the existence of limitations or reserved/non-transferable rights that the Clubs have over the Rights.

Therefore, LICENSEE shall take into account the following reservations:

a) The participating Clubs or participating S.A.D. entities in whose facilities the match is to be played may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly and through their own thematic distribution channel dedicated to the sporting activity of said Club or entity that has a DTT television license to broadcast solely and exclusively on said television channel.

b) The RFEF and the Clubs playing the matches will be able to create clips or highlights of images on their official profiles on their websites and social networks. Such use will be limited to four (4) minutes in total, immediately after the end of the match.

In accordance with article 2 of Royal Decree Law 5/2015, in the event that a club hosts the matches of the competition, it has the reserved right of live broadcasting, within the facilities where the Match will be played. The same reservation is made for the organizing body of the match if it is different from the participating clubs.

5.2 Other rights reserved

The RFEF and/or the participating Clubs will be able to show highlights of the Match through their Official Platforms, understood as any digital distribution channel operated by the RFEF and the clubs, including youtube, Instagram, twitter, and similar, from the end of the Match.

The RFEF may grant entities related to the information sector the non-exclusive right to communicate the content of the Match in their respective sections of relevant information. This includes, but is not limited to, live updates on the progress of the match, in written form, among others. In this regard, the LICENSEE acknowledges and accepts that the RFEF may be legally authorized and/or obliged by law to grant news broadcasting channels and/or news gathering and dissemination bodies the non-exclusive right to broadcast the content of the match as part of the sports bulletin to be included in their own programs.

The RFEF reserves the right to commercialize in the Territory up to a maximum of 90 seconds per match in the news programs, from 24 hours after each match.

The RFEF and the Clubs/SAD may exploit the virtual advertising according to the conditions indicated in this contract in accordance with the agreements that the RFEF reaches with the Clubs. The exploitation of virtual advertising will correspond to the Club/SAD in whose stadium the match is played, except in the case of the Final, in which the rights correspond to the RFEF. However, the Club/SAD may grant the exploitation rights to the RFEF in exchange for a price.



5.3 Rights excluded from the scope of this agreement

The Media Rights granted under this Agreement do not include:

- Rights that have not been expressly included such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online betting houses for the purpose of streaming for purposes related to betting and the gaming sector and the possibility of broadcasting the Matches on trains, flights and navigations of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it refers to the display of the Matches free of charge, without charging admission, so that the display is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.
- Also excluded from this contract is the commercialization of the preliminary phase of the Copa de S.M. el Rey.

ARTICLE 6 - OBLIGATIONS OF THE LICENSEE AND THE RFEF

6.1 Obligation to exploit the rights

In application of Royal Decree-Law 5/2015, if the LICENSEE does not exploit the Media Rights within a reasonable period of time and with the aim of ensuring the broadcast of the Competition in the Licensed Territory, the RFEF shall be entitled to terminate the contract and grant it to another company. This clause shall be interpreted without prejudice to the right of the licensee to sub-license with third parties, so that it is not considered a lack of exploitation if a sub-license of the rights has been made.

6.2 Freedom in the selection of the media

LICENSEE is entitled to exploit its Rights using any media (including, but not limited to, Satellite and/or DTT) and/or channels (including, but not limited to, free-to-air and/or PPV).

The RFEF shall not be liable, in any case, for loss of opportunity and/or business, as well as consequential and indirect losses that the LICENSEE may suffer due to fraudulent practices or misconduct of third parties.

6.3 Obligations of the RFEF

Under the terms and conditions of this Agreement, the RFEF shall comply with the following:



-To make and ensure that all Media Rights included in this Agreement are made available to LICENSEE, except in cases where the exceptions set out in this Agreement apply.

-To reasonably cooperate with the LICENSEE against any third party action that may prevent LICENSEE from exercising the Media Rights in the Licensed Territory. However, RFEF shall not be obliged to initiate its own legal proceedings to enforce LICENSEE's rights, but shall cooperate to the extent possible in any legal action that LICENSEE may bring against such third parties, and LICENSEE shall be responsible for the payment of any costs arising from such claims or legal actions.

6.4 LICENSEE's Obligations:

-Exploit the Media Rights with respect to the terms of this Agreement, RFEF regulations and instructions, UEFA and FIFA regulations, and the applicable international and legislative framework, including, but not limited to: laws, case law, decisions of applicable bodies, and any other regulations that may be applicable.

-Broadcast and/or guarantee that he or the sub-licensee (if applicable) will broadcast, as a minimum, fourteen (14) matches per season of the Competition, being compulsory to broadcast, also as a minimum, the matches corresponding to the semi-finals and the final.

-Use the assigned Media Rights and refrain from being inactive in the exploitation of the Media Rights.

-To exploit the Media Rights on the terms and conditions herein, and therefore to refrain from exploiting the Media Rights in any way that is contrary to or exceeds the rights granted herein.

-To broadcast only within the jurisdictions or territorial limits that make up the Licensed Territory. To this end, LICENSEE undertakes to implement any security measures, such as signal encryption, geo-blocking or DRM systems, to prevent access to the Rights from outside the Territory and/or illegally. For the proper implementation of these security measures, the LICENSEE shall take into account the current state of the art and perform a risk analysis to identify weaknesses and implement mitigation actions.

In relation to content accessible via the Internet or any other equivalent means of transmission, the LICENSEE that exploits the audiovisual content must undertake to implement the necessary measures to prevent the copying, storage, conservation or transmission of any of the audiovisual content acquired, and to use a system that prohibits access or viewing from outside the Licensed Territory, as well as to immediately inform the RFEF of the incident.

-Refrain from bringing any legal proceedings or actions that may prejudice the exercise of the Media Rights of other parties in

(a) other licensed territories.



(b) or in the same licensed territory but in which it has not been granted exclusivity.

-Refrain from altering the Match Signal and/or the Media Rights and/or Audiovisual Products awarded to the LICENSEE by the RFEF, including the commission of any action that may pose a threat, actual or potential, to the proper exploitation of the Media Rights and/or the reputation of the RFEF.

-To protect the Media Rights of the RFEF and/or the Audiovisual Products in any way possible, including the initiation of legal proceedings against any third party that may prejudice or hinder said Media Rights.

-To inform the RFEF in a timely manner of any litigation it incurs in relation to the exploitation of the Media Rights so that the RFEF may exercise its cooperation functions, with the LICENSEE bearing any expenses arising from the litigation.

-The LICENSEE shall be obliged to broadcast the Match in accordance with the most modern playback equipment to ensure a reproduction of the Match in accordance with the global transmission standards.

-To make its best efforts to promote the values of Spanish football in the Licensed Territory, which for the purposes of this Contract are the care of the quality and long-lasting product, treating it as a Premium product.

-The LICENSEE guarantees that, at the request of the RFEF, it will make available to news channels and/or news broadcasters, in a fair, reasonable and non-discriminatory manner, images and footage of the Matches.

-The LICENSEE shall cooperate with the RFEF as necessary in the event that practices are detected that may have the potential to produce football fraud or acts of piracy.

-In accordance with Royal Decree-Law 5/2015, the exploitation Rights of the Copa de S.M. El Rey belong exclusively to the RFEF and cannot be assigned to any party. However, the LICENSEE understands and accepts that, in the event that these legal provisions undergo any modification, the RFEF may assign the rights and obligations of the Licensing Agreement to the competent body in charge of the exploitation of the Rights in Spain. In this case, the RFEF's sole obligation shall be to notify the LICENSEE of the change. Once this requirement has been fulfilled, all the rights and obligations of the Licensing Agreement shall be vested in the new competent authority, and the RFEF shall not be liable in any way for any breach of the terms and conditions of this Agreement.

ARTICLE 7 - REPRESENTATIONS, GUARANTEES AND LIABILITIES

7.1 Each party represents and guarantees that:

-The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within its power, have been duly authorized,



require no consent or other action by or with respect to or the filing of any third party or governmental body or agency.

-The execution of this Agreement is not against, violate or conflict with, or constitute a breach of, any applicable law or regulation or its bylaws or regulations or any agreement, judgment, injunction, order, decree or other instrument binding upon it.

-Has, and shall continue to have throughout the term of this Agreement, full right, title and authority to enter into, observe and perform all obligations, undertakings, covenants, guarantees, representations and agreements stipulated to be performed by it under this Agreement;

-The persons signing this Agreement on their behalf and have been duly authorized by it and no further action is, or will at any time be, necessary to authorize the execution and entry into this Agreement or the performance of any action contemplated hereby;

-Has not entered into and will not enter into any agreement with any third party that is inconsistent with the provisions of this Agreement;

-Undertakes to act in a professional manner within the framework of this Agreement, complying in the conduct of its business with all applicable laws and regulations in force

7.2.- LICENSEE also guarantees that:

-It does not fall under any of the exclusion criteria listed in the tender for the XXXXXXXXX seasons of the Media Rights of the Competition in particular the following causes:

-That the company, or group of companies (parent company or subsidiaries) and its directors or administrators have not been criminally sanctioned and have not acknowledged their criminal liability or that of their Directors, in any country in the world, in the last three (3) years for any of the following offences:

a) false representation;

b) offences against property and socio-economic order;

c) bribery;

d) embezzlement;

e) trading in influence;

f) insider trading;

g) offences related to the corruption of Spanish or foreign authorities or officials or corruption between private individuals, in any national or international territory;

h) offences against social security;

i) offences against workers' rights;



j) offences against the Public Treasury of the State or of the European

And the directors or administrators have not been convicted of other offences, of the same nature, when the same may damage the reputation of the Competition and/or endanger the audiovisual broadcasting of the said event in the awarded territories.

This liability refers to cases in which there is a final criminal judgment, and shall also extend to cases in which the LICENSEE is suspended in a similar tender procedure by a court order for injunctive relief and until a judgment on the merits is rendered in such court proceedings.

7.3 The parties shall be liable for their breach of contract as established in this Agreement. Considering the RFEF's status as the grantor, the RFEF shall be liable for the consequences arising from its conduct due to fraud or gross negligence, with the scope of compensation being limited, within the limits established by Law, to the amount of the contractual consideration established for each season.

ARTICLE 8 - FORCE MAJEURE

8.1 For the purposes of this Agreement, Force Majeure shall mean an event beyond the control of the RFEF and/or the LICENSEE, including, but not limited to:

- fires, explosions, earthquakes, droughts, tsunamis and floods;
- war, hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilization, requisition or seizure;
- rebellion, revolution, insurrection, or military or usurped power, or civil war;
- riots, disturbances, commotions, strikes, lockouts, lockouts, or disorder; and/or terrorist acts or threats, or, in any event, an event or circumstance that is beyond the control and without the fault or negligence of the Party/Parties concerned and which by the exercise of reasonable diligence the Party/Parties concerned could not have avoided.
- cease of activity as a result of pandemics or epidemics.

8.2 In the case that an event recognized as Force Majeure prevents or reduces the ability of RFEF and/or LICENSEE to perform its obligations under this Agreement (hereinafter the "Affected Party"), it is agreed that the Affected Party shall not be deemed in default in this case, but that the provisions set forth in the following article 8.3 shall apply. The Affected Party shall, as soon as practicable upon becoming aware of the Force Majeure event, notify the other Party in sufficient detail of the matters constituting the Force Majeure event and provide such Party with its best estimate of the likely extent, consequences and duration of the Force Majeure event.

8.3 In the event of the occurrence of the event referred to in article 8.1, the RFEF and the LICENSEE shall make every effort to agree in good faith on a solution to remedy the situation to the satisfaction of each Party, with the interest in maintaining the validity of the contract prevailing, so that both parties may negotiate in good faith the adjustment of the conditions only for the duration of the force majeure event.



8.4 The parties may suspend the performance of their services for the duration of the event of force majeure, only in the part that is affected, continuing the contract in the rest of the services.

8.5 Termination of the contract shall only take place at the request of either party if full performance of the contract is impossible in every respect due to an event of force majeure.

ARTICLE 9 - DURATION OF THIS AGREEMENT AND TERMINATION

9.1 This Agreement governs the exploitation of the Media Rights by the LICENSEE and, as such, shall last until the End of the Competition for the XXXXXXXXXXXX season. As such, the License Agreement between the RFEF and the LICENSEE will expire on XXXXXXXX

9.2 The RFEF shall have the right to unilaterally terminate this Agreement by written notice sent to the LICENSEE for breach of this Agreement. In addition, and in strict application of Royal Decree-Law 5/2015, the RFEF shall also have the right to terminate this Agreement and/or any Sublicense Agreement entered into by LICENSEE for inactive behaviour by LICENSEE and/or any of its Sublicensees for a reasonable period of time. Passive behavior shall be construed as failure to exercise the Media Rights and/or failure to intend to use the granted and/or sublicensed Media Rights.

9.3 RFEF may also terminate this Agreement in the event that LICENSEE enters into insolvency proceedings or if it discovers that LICENSEE has breached any of the representations and warranties expressed herein. This provision shall also apply in the event that LICENSEE fails to protect its systems from unauthorized intrusion and/or breaches its commitment to tackle and prevent football fraud.

9.4 The RFEF may terminate this Agreement in the event of non- payment of a term of the consideration to which the LICENSEE is obliged, in which case, and once the Agreement has been terminated due to such non-payment, the LICENSEE shall (i) pay the entire Lump Sum; and (ii) compensate the RFEF for any damages that the RFEF may claim. In addition, the LICENSEE undertakes not to contest any request for precautionary measures that the RFEF may request to protect its audiovisual content.

ARTICLE 10 - CONFIDENTIALITY

10.1 The Parties agree that the terms and conditions of this Agreement are strictly confidential and shall not be disclosed to any third party without the written consent of both Parties. Notwithstanding anything to the contrary herein, either party may disclose any information relating to this Agreement to its shareholders, employees, accountants, auditors, agents, legal and other advisors; provided that such employees or advisors agree to be bound by the confidentiality obligations of this section.



10.2 Any communication made pursuant to applicable laws and regulations shall not be considered a breach of this confidentiality obligation.

ARTICLE 11- DATA PROTECTION

In compliance with the provisions of the General Data Protection Regulation, the personal data included in this contract, as well as in any document attached to it, or

that may be provided in the future for the execution of the same, may be processed by each of the parties, in order to manage the contractual relationship. They may not be processed for purposes additional to those indicated in this contract.

The parties shall adopt the technical and organizational measures necessary to guarantee the security of personal data and to avoid its alteration, loss and unauthorized processing or access, taking into account current technology, the nature of the data provided and the risks to which they are exposed, whether from human action or from the physical or natural environment.

The personal data will be processed by the parties for the time necessary for the management of the contract which, once completed, will be kept until the end of the period of limitation of legal obligations and/or the prescription of actions related to the same.

The parties will not communicate to third parties any of the aforementioned personal data that may be obtained, unless such communication is necessary for the execution or management of the object of the contract, thus ensuring compliance with current regulations. The parties will not transfer personal data to third parties, unless they are required to do so by law.

The personal data subjects may exercise their rights of access, rectification, deletion, limitation of processing, opposition and portability under the terms and conditions established in the applicable personal data protection regulations. These rights may be exercised by sending a letter to the addresses of the parties indicated at the top of this document with the words "EXERCISE OF RIGHTS".

ARTICLE 12 - MISCELLANEOUS

12.1 The Parties mutually agree that this Agreement constitutes the only agreement between the Parties with respect to the subject matter hereof and replaces any prior oral or written agreement.

12.2 The Parties acknowledge that this Agreement has been specifically negotiated and mutually agreed in all its parts and each of its provisions is fully understood by the Parties.

12.3 Any modification, amendment or integration of this Agreement must be in writing and signed by both Parties, otherwise it shall be null and void.



ARTICLE 13 - APPLICABLE LAW AND JURISDICTION

13.1 This Agreement shall be governed exclusively by the laws of Spain.

13.2 The Parties undertake to attempt to find an amicable solution to all disputes arising in connection with the validity, effectiveness, interpretation and/or implementation of this Agreement within 20 days from the date on which such dispute has arisen. For the purposes of this Article 13.2, a dispute shall be deemed to

have arisen on the date on which a Party has sent written notification to the other Party.

13.3 All disputes arising between the Parties in relation to the validity, effectiveness, interpretation and/or execution of this Agreement and on which the Parties do not reach an agreement in accordance with Article 13.2 shall be subject to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid.

13.4 In any event, nothing in this Article 13 shall prevent a Party from applying to a competent court for urgent or similar interim relief.

13.5 Notwithstanding the provisions of this Article 13, in the event that any proceedings are brought by any third party against the RFEF and/or the RFEF brings any proceedings against any third party before a jurisdiction other than that set out in this Article 13 and within such proceedings the RFEF considers it appropriate for the LICENSEE to join as a party, the LICENSEE shall join such proceedings before such court and/or jurisdiction, irrespective of this Article 13.

Signed by: